

accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6. Exchange; Replacement. This Agreement and the Option granted hereby are exchangeable, without expense, at the option of the Holder, upon presentation and surrender of this Agreement at the principal office of Issuer, for other Agreements providing for Options of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable at such time hereunder, subject to corresponding adjustments in the number of shares of Common Stock purchasable upon exercise so that the aggregate number of such shares under all Stock Option Agreements issued in respect of this Agreement shall not exceed the Maximum Applicable Percentage. Unless the context shall require otherwise, the terms "Agreement" and "Option" as used herein include any Stock Option Agreements and related Options for which this Agreement (and the Option granted hereby) may be exchanged. Upon (i) receipt by Issuer of evidence reasonably satisfactory to it of the loss, theft, destruction, or mutilation of this Agreement, (ii) receipt by Issuer of reasonably satisfactory indemnification in the case of loss, theft or destruction and (iii) surrender and cancellation of this Agreement in the case of mutilation, Issuer will execute and deliver a new Agreement of like tenor and date. Any such new Agreement executed and delivered shall constitute an additional contractual obligation on the part of Issuer, whether or not the Agreement so lost, stolen, destroyed or mutilated shall at any time be enforceable by any person other than the holder of the new Agreement.

7. Adjustments. In addition to the adjustment to the total number of shares of Common Stock purchasable upon exercise of the Option pursuant to Section 1(b), the total number of shares of Common Stock purchasable upon the exercise hereof and the Option Price shall be subject to adjustment from time to time as follows:

(a) In the event of any change in the outstanding shares of Common Stock by reason of stock dividends, splits, mergers, recapitalizations, combinations, subdivisions, conversions, exchanges of shares or the like, the type and number of shares of Common Stock purchasable upon exercise of the Option shall be appropriately adjusted, and proper provision shall be made in the agreements governing any such transaction, so that (i) any Holder shall receive upon

exercise of the Option the number and class of shares, other securities, property or cash that such Holder would have received in respect of the shares of Common Stock purchasable upon exercise of the Option if the Option had been exercised and such shares of Common Stock had been issued to such Holder immediately prior to such event or the record date therefor, as applicable; and (ii) in the event any additional shares of Common Stock are to be issued or otherwise become outstanding as a result of any such change (other than pursuant to an exercise of the Option), the number of shares of Common Stock purchasable upon exercise of the Option shall be increased so that, after such issuance and together with shares of Common Stock previously issued pursuant to the exercise of the Option (as adjusted on account of any of the foregoing changes in the Common Stock), the number of shares so purchasable equals the Maximum Applicable Percentage of the number of shares of Common Stock issued and outstanding immediately after the consummation of such change; and

(b) Whenever the number of shares of Common Stock purchasable upon exercise hereof is adjusted as provided in this Section 7, the Option Price shall be adjusted by multiplying the Option Price by a fraction, the numerator of which is equal to the number of shares of Common Stock purchasable prior to the adjustment and the denominator of which is equal to the number of shares of Common Stock purchasable after the adjustment.

8. Registration. (a) Upon the occurrence of a Triggering Event prior to an Exercise Termination Event, Issuer shall, at the request of Grantee delivered in the written notice of exercise of the Option provided for in Section 2(e), as promptly as practicable prepare, file and keep current a shelf registration statement under the Securities Act covering any or all shares issued and issuable pursuant to the Option and shall use its best efforts to cause such registration statement to become effective and remain current in order to permit the sale or other disposition of any shares of Common Stock issued upon total or partial exercise of the Option ("Option Shares") in accordance with any plan of disposition requested by Grantee; provided, however, that Issuer may postpone filing a registration statement relating to a registration request by Grantee under this Section 8 for a period of time (not in excess of 30 days) if in its judgment such filing would require the disclosure of material information that Issuer has a bona fide business purpose for preserving as confidential. Issuer will use its best efforts to cause

such registration statement first to become effective and then to remain effective for 270 days from the day such registration statement first becomes effective or until such earlier date as all shares registered shall have been sold by Grantee. In connection with any such registration, Issuer and Grantee shall provide each other with representations, warranties, indemnities and other agreements customarily given in connection with such registrations. If requested by Grantee in connection with such registration, Issuer shall become a party to any underwriting agreement relating to the sale of such shares, but only to the extent of obligating Issuer in respect of representations, warranties, indemnities, contribution and other agreements customarily made by issuers in such underwriting agreements.

(b) In the event that Grantee so requests, the closing of the sale or other disposition of the Common Stock or other securities pursuant to a registration statement filed pursuant to Section 8(a) shall occur substantially simultaneously with the exercise of the Option.

9. Repurchase of Option and/or Shares.

(a) Repurchase: Repurchase Price. Upon the occurrence of a Triggering Event prior to an Exercise Termination Event, (i) at the request of a Holder, delivered in writing within 180 days of such occurrence (or such later period as provided in Section 2(e) with respect to any required notice or application or in Section 10), Issuer shall repurchase the Option from the Holder, in whole or in part, at a price (the "Option Repurchase Price") equal to the number of shares of Common Stock then purchasable upon exercise of the Option (or such lesser number of shares as may be designated in the Repurchase Notice (as defined below)) multiplied by the amount by which the market/offer price (as defined below) exceeds the Option Price and (ii) at the request of a Holder or any person who has been a Holder (for purposes of this Section 9 only, each such person being referred to as a "Holder"), delivered in writing within 180 days of such occurrence (or such later period as provided in Section 2(e) with respect to any required notice or application or in Section 10), Issuer shall repurchase such number of Option Shares from such Holder as the Holder shall designate in the Repurchase Notice at a price (the "Option Share Repurchase Price") equal to the number of shares designated multiplied by the market/offer price. The term "market/offer price" shall mean the highest of (x) the price per share of Common Stock at which a tender or exchange offer for Common Stock has been made, (y) the price per share of Common Stock to be paid by any third party pursuant to an agreement with Issuer

and (2) the highest closing price for shares of Common Stock on the NYSE (or, if the Common Stock is not then listed on the NYSE, any other national securities exchange or automated quotation system on which the Common Stock is then listed or quoted) within the six-month period immediately preceding the delivery of the Repurchase Notice. In the event that a tender or exchange offer is made for the Common Stock or an agreement is entered into for a merger, share exchange, consolidation or reorganization involving consideration other than cash, the value of the securities or other property issuable or deliverable in exchange for the Common Stock shall be determined in good faith by a nationally recognized investment banking firm selected by Issuer.

(b) Method of Repurchase. A Holder may exercise its right to require Issuer to repurchase the Option, in whole or in part, and/or any Option Shares then owned by such Holder pursuant to this Section 9 by surrendering for such purpose to Issuer, at its principal office, this Agreement or certificates for Option Shares, as applicable, accompanied by a written notice or notices stating that the Holder elects to require Issuer to repurchase the Option and/or such Option Shares in accordance with the provisions of this Section 9 (each such notice, a "Repurchase Notice"). Within two business days after the surrender of the Option and/or certificates representing Option Shares and the receipt of the Repurchase Notice relating thereto, Issuer shall deliver or cause to be delivered to the Holder the applicable Option Repurchase Price and/or the Option Share Repurchase Price or, in either case, the portion thereof that Issuer is not then prohibited under applicable law and regulation from so delivering. In the event that the Repurchase Notice shall request the repurchase of the Option in part, Issuer shall deliver with the Option Repurchase Price a new Stock Option Agreement evidencing the right of the Holder to purchase that number of shares of Common Stock purchasable pursuant to the Option at the time of delivery of the Repurchase Notice minus the number of shares of Common Stock represented by that portion of the Option then being repurchased.

(c) Effect of Statutory or Regulatory Restraints on Repurchase. To the extent that, upon or following the delivery of a Repurchase Notice, Issuer is prohibited under applicable law or regulation from repurchasing the Option (or portion thereof) and/or any Option Shares subject to such Repurchase Notice (and Issuer hereby undertakes to use its reasonable best efforts to obtain all required regula-

tory and legal approvals and to file any required notices as promptly as practicable in order to accomplish such repurchase), Issuer shall immediately so notify the Holder in writing and thereafter deliver or cause to be delivered, from time to time, to the Holder the portion of the Option Repurchase Price and the Option Share Repurchase Price that Issuer is no longer prohibited from delivering, within 2 business days after the date on which it is no longer so prohibited; provided, however, that upon notification by Issuer in writing of such prohibition, the Holder may, within 5 days of receipt of such notification from Issuer, revoke in writing its Repurchase Notice, whether in whole or to the extent of the prohibition, whereupon, in the latter case, Issuer shall promptly (i) deliver to the Holder that portion of the Option Repurchase Price and/or the Option Share Repurchase Price that Issuer is not prohibited from delivering; and (ii) deliver to the Holder, as appropriate, (A) with respect to the Option, a new Stock Option Agreement evidencing the right of the Holder to purchase that number of shares of Common Stock for which the surrendered Stock Option Agreement was exercisable at the time of delivery of the Repurchase Notice less the number of shares as to which the Option Repurchase Price has theretofore been delivered to the Holder, and/or (B) with respect to Option Shares, a certificate for the Option Shares as to which the Option Share Repurchase Price has not theretofore been delivered to the Holder. Notwithstanding anything to the contrary in this Agreement, including, without limitation, the time limitations on the exercise of the Option, the Holder may exercise the Option for 180 days after a notice of revocation has been issued pursuant to this Section 9(c).

(d) Acquisition Transactions. In addition to any other restrictions or covenants, Issuer hereby agrees that, in the event that a Holder delivers a Repurchase Notice, it shall not enter or agree to enter into any Acquisition Transaction unless the other party or parties thereto agree to assume in writing Issuer's obligations under Section 9(a) and, notwithstanding any notice of revocation delivered pursuant to the proviso to Section 9(c), a Holder may require such other party or parties to perform Issuer's obligations under Section 9(a) unless such party or parties are prohibited by law or regulation from such performance, in which case such party or parties shall be subject to the obligations of the Issuer under Section 9(c).

10. Extension of Exercise Periods. The 180-day periods for exercise of certain rights under Sections 2 and 9 shall be extended in each such case at the request of the

Holder to the extent necessary to avoid liability by the Holder under Section 16(b) of the Exchange Act by reason of such exercise.

11. Assignment. Neither party hereto may assign any of its rights or obligations under this Agreement or the Option to any other person without the express written consent of the other party except that, in the event that a Triggering Event shall have occurred, Grantee may assign the Option, in whole or in part. Any attempted assignment in contravention of the preceding sentence shall be null and void.

12. Filings; Other Actions. Each of Grantee and Issuer will use its best efforts to make all filings with, and to obtain consents of, all third parties and governmental authorities necessary for the consummation of the transactions contemplated by this Agreement.

13. Specific Performance. The parties hereto acknowledge that damages would be an inadequate remedy for a breach of this Agreement by either party hereto and that the obligations of the parties hereto shall be specifically enforceable through injunctive or other equitable relief.

14. Severability; Etc. If any term, provision, covenant, or restriction contained in this Agreement is held by a court or a federal or state regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. If for any reason such court or regulatory agency determines that the Holder is not permitted to acquire, or Issuer is not permitted to repurchase pursuant to Section 9, the full number of shares of Common Stock provided in Section 1(a) hereof (as adjusted pursuant to Sections 1(b) and 7 hereof), it is the express intention of Issuer to allow the Holder to acquire or to require Issuer to repurchase such lesser number of shares as may be permissible, without any amendment or modification hereof.

15. Notices. All notices, requests, instructions, or other documents to be given hereunder shall be in writing and shall be deemed given (i) three business days following sending by registered or certified mail, postage prepaid, (ii) when sent if sent by facsimile, provided that the fax is promptly confirmed by telephone confirmation thereof, (iii) when delivered, if delivered personally to

the intended recipient, and (iv) one business day later, if sent by overnight delivery via a national courier service, in each case at the respective addresses of the parties set forth in the Merger Agreement.

16. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Delaware, without regard to the conflict of law principles thereof, except to the extent that the Connecticut Business Corporation Act is applicable hereto.

17. Expenses. Except as otherwise expressly provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expense, including fees and expenses of its own financial consultants, investment bankers, accountants, and counsel.

18. Entire Agreement, Etc. This Agreement and the Merger Agreement constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

19. Limitation on Profit. (a) Notwithstanding any other provision of this Agreement, in no event shall the Grantee's Total Profit (as hereinafter defined) plus any Termination Fee paid to Grantee pursuant to Section 8.5(b) of the Merger Agreement exceed in the aggregate \$175 million and, if it otherwise would exceed such amount, the Grantee, at its sole election, shall either (i) reduce the number of shares of Common Stock subject to this Option, (ii) deliver to the Issuer for cancellation Option Shares previously purchased by Grantee, (iii) pay cash to the Issuer, or (iv) any combination thereof, so that Grantee's realized Total Profit, when aggregated with such Termination Fee so paid to Grantee shall not exceed \$175 million after taking into account the foregoing actions.

(b) Notwithstanding any other provision of this Agreement, this Option may not be exercised for a number of shares as would, as of the date of exercise, result in a Notional Total Profit (as defined below) which, together with any Termination Fee theretofore paid to Grantee would exceed \$175 million; provided, that nothing in this sentence shall restrict any exercise of the Option permitted hereby on any subsequent date.

(c) As used herein, the term "Total Profit" shall mean the aggregate amount (before taxes) of the following: (i) (x) the amount received by Grantee pursuant to Issuer's repurchase of the Option (or any portion thereof) or any Option Shares pursuant to Section 9, less, in the case of any repurchase of Option Shares, (y) the Grantee's purchase price for such Option Shares, as the case may be, (ii) (x) the net cash amounts received by Grantee pursuant to the sale of Option Shares (or any other securities into which such Option Shares are converted or exchanged) to any unaffiliated party, less (y) the Grantee's purchase price of such Option Shares, and (iii) the net cash amounts received by Grantee on the transfer of the Option (or any portion thereof) to any unaffiliated party.

(d) As used herein, the term "Notional Total Profit" with respect to any number of shares as to which Grantee may propose to exercise this Option shall be the Total Profit determined as of the date of such proposal assuming that this Option were exercised on such date for such number of shares and assuming that such shares, together with all other Option Shares held by Grantee and its affiliates as of such date, were sold for cash at the closing market price for the Common Stock as of the close of business on the preceding trading day (less customary brokerage commissions).

20. Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

SOUTHERN NEW ENGLAND
TELECOMMUNICATIONS CORPORATION

By: 

Name:

Title:

SBC COMMUNICATIONS INC.

By: _____

Name:

Title:

NY12325: 181923.9

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EXHIBIT B

Amendments to Company By-laws

Amendments to the By-laws of the Company

Article II and Article III of the By-laws of the Company shall be amended at the Effective Time to read in their entirety as follows:

"ARTICLE II

BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, subject to any limitation set forth in the Certificate of Incorporation. The Board of Directors shall consist of one or more members ("Directors"), the number thereof to be determined from time to time by the Board or by the holders of shares of the Corporation entitled to vote generally in the election of Directors, except as a greater number may be required to give effect to the rights of the holders of any class of preferred or preference stock or any series thereof to elect additional Directors under specified circumstances. Directors need not be shareholders and shall be elected and shall hold office in accordance with the provisions of the Certificate of Incorporation and these By-laws.

Subject to the rights of the holders of any class of preferred or preference stock or any series thereof to elect additional Directors under specified circumstances, vacancies in the Board resulting from any increase in the number of directorships or any vacancies resulting from death, resignation, disqualification, removal from office or other cause shall be filled by a majority vote of the Directors then in office even though less than a quorum of the Board, or by the sole remaining Director, and Directors so chosen shall hold office until the next annual meeting of shareholders following their election and until such Directors' successors shall have been elected and qualified. A reduction of the number of directorships shall not remove any Director in office or shorten his term.

Subject to the rights of the holders of any class of preferred or preference stock or any series thereof to elect Directors under specified circumstances, any Director may be removed from office at any time, but only either (i) by the vote of the holders of a majority of the shares of the Corporation then entitled to vote generally in the election of Directors, with or without cause, at a meeting called for the purpose of removing such Director, the notice for which meeting must state that the purpose of the meeting, or one of the purposes, is removal of the Director or (ii) by the Board pursuant to a resolution approved by a majority of the entire Board, upon not less than ten or more than sixty days' written notice of the meeting at which said resolution is to be presented.

At the meeting of the Directors held immediately after the annual meeting of the shareholders, or at any meeting of the Directors held in lieu of such meeting, the Board

shall elect a Chairman of the Board, a President, a Secretary and other officers of the Corporation.

ARTICLE III

MEETINGS OF DIRECTORS

Regular meetings of the Directors may be held at such place within or without the State of Connecticut and at such time as the Directors may from time to time determine, and if so determined notice thereof need not be given.

Special meetings of the Directors may be held at any time or place whenever called by the Chairman of the Board, by the Chief Executive Officer or by any two directors. A written or printed notice of the time and place of every special meeting of the Board shall be given by the Secretary by mailing such notice to each and every Director, addressed to him at his usual place of business or such address as may appear on the books of the Corporation, at least two days before the time named for the meeting or by providing notice personally, telephonically or by telegram or telecopy at least 24 hours before such meeting. Such notice need not describe the purpose of the special meeting.

Except as otherwise provided by law, at all meetings of the Directors one-third of the entire Board shall constitute a quorum. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, at any meeting of the Board at which a quorum is present at the time, the act of a majority of the Directors present at the meeting shall be the act of the Board."

EXHIBIT C

Company Affiliate's Letter

Form of Company Affiliate's Letter

_____, 1998

SBC Communications Inc.
175 East Houston
San Antonio, Texas 78205

Ladies and Gentlemen:

The undersigned is a holder of shares of Common Stock, par value \$1.00 per share ("SNET Common Stock"), of SOUTHERN NEW ENGLAND TELECOMMUNICATIONS CORPORATION, a Connecticut corporation ("SNET"). Pursuant to the terms of that certain Agreement and Plan of Merger, dated as of January 4, 1998, among SNET, SBC Communications Inc., a Delaware corporation ("SBC"), and SBC (CT), Inc., a Connecticut corporation and a wholly-owned subsidiary of SBC ("Merger Sub"), Merger Sub will be merged with and into SNET and SNET will become a wholly owned subsidiary of SBC (the "Merger"). In connection with the Merger, the undersigned, as a holder of SNET Common Stock, will be entitled to receive Common Stock, par value \$1.00 per share, of SBC (the "Securities") in exchange for the shares of SNET Common Stock held by the undersigned at the effective time of the Merger.

The undersigned acknowledges that the undersigned may be deemed an "affiliate" of SNET within the meaning of Rule 145 ("Rule 145") promulgated under the Securities Act of 1933, as amended (the "Act"), and/or as such term is used in and for purposes of Accounting Series Release Nos. 130 and 135, as amended, of the Securities and Exchange Commission (the "Commission"), although nothing contained herein shall be construed as an admission of such status.

If in fact the undersigned were an affiliate of SNET under the Act, the undersigned's ability to sell, assign or transfer any Securities received by the undersigned in exchange for any shares of SNET Common Stock pursuant to the Merger may be restricted unless such transaction is registered under the Act or an exemption from such registration is available. The undersigned understands that such exemptions are limited and the undersigned has obtained advice of counsel as to the nature and conditions of such exemptions, including information with respect to the applicability to the sale of such Securities of Rules 144 and 145(d) promulgated under the Act.

SBC Communications Inc.

_____, 1998

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The undersigned hereby represents to and covenants with SBC that it will not sell, assign or transfer any Securities received by the undersigned in exchange for shares of SNET Common Stock pursuant to the Merger except (i) pursuant to an effective registration statement under the Act, (ii) by a sale made in conformity with the volume and other limitations of Rule 145 (and otherwise in accordance with Rule 144 under the Act, if the undersigned is an affiliate of SBC and if so required at the time) or (iii) in a transaction which, in the opinion of independent counsel reasonably satisfactory to SBC or as described in a "no-action" or interpretive letter from the Staff of the Commission, is not required to be registered under the Act.

The undersigned understands that SBC is under no obligation to register the sale, transfer or other disposition of the Securities by the undersigned or on behalf of the undersigned under the Act or to take any other action necessary in order to make compliance with an exemption from such registration available solely as a result of the Merger.

In the event of a sale of Securities pursuant to Rule 145, the undersigned will supply SBC with evidence of compliance with such Rule, in the form of customary seller's and broker's Rule 145 representation letters or as SBC may otherwise reasonably request. The undersigned understands that SBC may instruct its transfer agent to withhold the transfer of any Securities disposed of by the undersigned in a manner inconsistent with this letter.

The undersigned acknowledges and agrees that appropriate legends will be placed on certificates representing Securities received by the undersigned in the Merger or held by a transferee thereof, which legends will be removed (i) by delivery of substitute certificates upon receipt of an opinion in form and substance reasonably satisfactory to SBC to the effect that such legends are no longer required for the purposes of the Act and the rules and regulations of the Commission promulgated thereunder or (ii) in the event of a sale of the Securities which has been registered under the Act or made in conformity with the provisions of Rule 145.

The undersigned further represents to and covenants with SBC that (i) the undersigned will not, during the 30 days prior to the effective time of the Merger sell, transfer or otherwise dispose of, or reduce any risk relative to, any securities of SNET or SBC, and (ii) the undersigned will not sell, transfer or otherwise dispose of, or reduce any risk relative to, the Securities received by the undersigned in the Merger or any other shares of the capital stock of SBC until after such time as financial results covering at least 30 days of post-Merger operations of SBC (including the combined operations of SNET and SBC) have been published by SBC in the form of a quarterly earnings report, an effective

SBC Communications Inc.

_____, 1998

Page 3

registration statement filed with the Commission, a report to the Commission on Form 10-K, 10-Q or 8-K, or any other public filing or announcement which includes such results of operations, except in the cases of clauses (i) and (ii) of this paragraph to the extent permitted by, and in accordance with, SEC Accounting Series Release 135 and SEC Staff Accounting Bulletins 65 and 76 if and to the extent that such Release and Bulletins remain in full force and effect at the relevant time.

I further understand and agree that this letter agreement shall apply to all shares of SNET Common Stock and shares of SBC Common Stock that I am deemed to beneficially own pursuant to applicable federal securities law.

The undersigned acknowledges that it has carefully reviewed this letter and understands the requirements hereof and the limitations imposed upon the distribution, sale, transfer or other disposition of Securities.

Sincerely,

[NAME OF SNET AFFILIATE]

EXHIBIT D

Form of SBC Affiliate's Letter

Form of SBC Affiliate's Letter

_____. 1998

SBC Communications Inc.
175 East Houston
San Antonio, Texas 78205

Ladies and Gentlemen:

The undersigned is a holder of shares of Common Stock, par value \$1.00 per share (the "Securities"), of SBC COMMUNICATIONS INC., a Delaware corporation ("SBC"). Pursuant to the terms of that certain Agreement and Plan of Merger, dated as of January 4, 1998, among SOUTHERN NEW ENGLAND TELECOMMUNICATIONS CORPORATION, a Connecticut corporation ("SNET"), SBC, and SBC (CT) Inc., a Connecticut corporation and a wholly-owned subsidiary of SBC ("Merger Sub"), Merger Sub will be merged with and into SNET and SNET will become a wholly owned subsidiary of SBC (the "Merger").

The undersigned acknowledges that the undersigned may be deemed an "affiliate" of SBC as such term is used in and for purposes of Accounting Series Release Nos. 130 and 135, as amended, of the Securities and Exchange Commission (the "Commission"), although nothing contained herein shall be construed as an admission of such status.

The undersigned hereby represents to and covenants with SBC that the undersigned will not, during the 30 days prior to the effective time of the Merger sell, transfer or otherwise dispose of, or reduce any risk relative to, the Securities or any other shares of the capital stock of SBC until after such time as financial results covering at least 30 days of post-Merger operations of SBC (including the combined operations of SNET and SBC) have been published by SBC in the form of a quarterly earnings report, an effective registration statement filed with the Commission, a report to the Commission on Form 10-K, 10-Q or 8-K, or any other public filing or announcement which includes such results of operations, except to the extent permitted by, and in accordance with, SEC Accounting Series Release 135 and SEC Staff Accounting Bulletins 65 and 76 if and to the extent that such Release and Bulletins remain in full force and effect at the relevant time.

I further understand and agree that this letter agreement shall apply to all Securities that I am deemed to beneficially own pursuant to applicable federal securities law.

SBC Communications Inc.

_____, 1998

Page 2

The undersigned acknowledges that it has carefully reviewed this letter and understands the requirements hereof and the limitations imposed upon the sale, transfer or other disposition of Securities.

Sincerely,

[NAME OF SBC AFFILIATE]

Schedule 1

**The Southern New England Telephone Company
SNET America, Inc.
SNET Information Services
Springwich Inc.
SNET Cellular, Inc.
SNET Personalvision, Inc.**

ATTACHMENT C

CERTIFIED LOCAL EXCHANGE CARRIERS

clec applications

CLEC APPLICATIONS

(CLEC= Certified Local Exchange Company)

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No.	Docket Number	Applicant Name	Decision Date	CPCN Approve	Proposed Area	Contact Info
1	96-01-06	AT&T	2/28/96	y	statewide	Atty K. White, Rm 2700, 32 Ave of Americas, NY, NY 10013
2	97-08-29	ACC Long Distance of CT Corp.	10/8/97	y	New London/New Haven	400 West Avenue, Rochester, New York, 14611
3	97-05-21	Access Network Systems, Inc.	7/2/97	y	statewide	300 West Service Road, Chantilly, VA 22021
4	95-07-08	Brooks Fiber Communications of CT, Inc.	8/16/95	y	statewide	425 Woods Mill Rd, So. Town & Country, MO 63017
5	95-10-32	Cable and Wireless, Inc.	11/29/95	y	all but Greenwich	1919 Gallows Road, Vienna VA 22182
6	95-07-19	Cablevision Lightpath of CT, Inc	7/17/96	y	Stmfd, Bgpt, NL, Torr	111 New South Road, Hicksville, NY 11801
7	97-04-18	Capital Telecommunications, Inc. (CTI)	5/21/97	y	statewide	96 South George Street, York, PA 17401
8	97-08-11	Comcast Telephony Communications of CT, Inc.	10/22/97	y	Danielson, Torrington, NL, Danbury, New Haven, Hartford East	1500 Market Street, Philadelphia, PA 19102-2148
9	96-11-18	Commonwealth Long Distance Company	1/8/97	y	statewide	105 Carnegie Center, Princeton, NJ 08540
10	96-03-16	Connecticut Telephone and Communication Systems, Inc.	7/31/96	y	statewide	1271 South Broad Street, Wallingford, CT 06492
11	97-03-26	Cox Connecticut Telcom, L. L. C.	7/9/97	y	statewide	801 Parker Street, Manchester, CT 06040
12	97-01-19	CRG International d/b/a Network One	3/12/97	y	statewide	2000 Riveredge Parkway, Suite 900, Atlanta, GA 30328
13	96-06-04	Dial & Save of Connecticut, Inc.	7/17/96	y	statewide	4219 Lafayette Center Drive, Chantilly, VA 22021-1209
14	97-04-35	Easton Telecom Services, Inc.	6/25/97	y	statewide	4646 E. Strretsboro Road, P. O. Box 550, Richfield, OH 4428
15	96-06-07	Excel Telecommunications, Inc.	7/17/96	y	statewide	8750 North Central Expressway, Dallas, TX 75231
16	96-10-03	GE Capital Communications et al	11/13/96	y	statewide	6540 Powers Ferry Road, Atlanta, GA 30339
17	97-08-23	Group Long Distance, Inc.	10/8/97	y	statewide	1451 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309
18	97-09-32	GTE Communications Corp.	10/28/97	y	statewide	1200 Walnut Hill Lane, Suite 2000, Irving, TX 75038
19	96-12-09	Intermedia Communications, Inc	4/9/97	y	statewide	3625 Queen Palm Drive, Tampa, FL 33619
20	96-03-02	LCI International Telcom Corp.	4/9/96	y	statewide	8180 Greensboro Drive, Suite 800, McLean, VA 22102
21	97-05-07	LDM Systems, Inc.	8/13/97	y	statewide	254 South Main Street, New City, NY 10956
22	95-08-12	MCI Metro	9/13/95	y	statewide	2250 Lakeside Blvd, Richardson, TX 75082
23	95-05-20	MFS Intellenet	6/28/95	y	Hfd C, Hfd W, Torr, Stam, Danlelson, NL	6 Century Drive, Su.300, Parsippany, NJ 07054
24	97-08-27	Mode 1	10/8/97	y	statewide	107 Selden Street, Berlin, CT 06037

clec applications

25	97-07-17	Partner Communications Group, LLC	9/3/97	y	statewide	c/o Technologies Managment, Inc., 210 N. Park Ave., P. O. Drawer 200, Winter Park, FL 32790
26	97-03-17	SNET America, Inc.	6/25/97	y	statewide	127 Washington Avenue, North Haven, CT 06473
27	94-07-03	Sprint	5/1/96	y	statewide	8140 Ward Parkway, Kansas City, MO 64114
28	94-07-03	TCG Connecticut	7/3/95	y	statewide	Two Teleport Drive, Suite 300, Staten Island, NY 10311-1004
29	96-04-33	TCI Telephony of CT, Inc.	8/21/96	y	statewide	222 New Park Drive, Berlin, CT 06037
30	97-04-28	Tei-Save, Inc. d/b/a The Phone Company	7/9/97	y	statewide	6805 Route 202, New Hope, PA 18938
31	97-09-42	Teleglobe USA, Inc.	11/5/97	y	statewide	1751 Pinnacle Road, Suite 1800, McLean, VA 22102
		Total Tel, Inc. f/k/a TotalTel USA				
32	97-09-02	Communications, Inc.	10/15/97	y	statewide	150 Clove Road, 8th Floor, Little Falls, NJ 07424
33	97-08-15	USN Communications Long Distance, Inc.	10/15/97	y	statewide	10 South Riverside Plaza, Suite 401, Chicago, IL 60606
					Dnby, Bgpt, Wlby, N Hvn, Htfd West, Strmfd, Torrgrtn, Danielson, NL	7799 Leesburg Pike, Suite 401 S., Tyson's Corners, VA 22043
34	96-04-09	Winstar Wireless of CT	5/15/96	y	statewide	515 East Amite St., Jackson, MS 39201
35	96-01-18	WorldCom, Inc. d/b/a LDDS WorldCom	2/28/96	y	statewide	
		ZipCall Long Distance, Inc. f/k/a Message				
36	97-08-05	Center Long Distance, Inc.	9/17/97	y	statewide	40 Woodland Street, Hartford, CT 06105
37	97-06-07	A.R.C. Networks, Inc.			Htfd E, W, C	160 Broadway, Suite 908, New York, NY 10038
38	97-10-39	Atlas Communications, Ltd.			statewide	482 Norristown Road, Blue Bell, PA 19422
39	97-10-10	Calls For Less (CfL)			statewide	9915 South 148th Street, Omaha, NE 68138
40	97-12-09	CTC Communications Corp.			statewide	360 Second Avenue, Waltham, MA 02154
41	97-09-28	LEC-Link			statewide	14087 Old Hickory Blvd., Antioch, TN 37013
42	97-11-02	LGM Communications, Inc.			statewide	955 Connecticut Avenue, Suite 5225, Bridgeport, CT 06607
43	97-09-25	MiComm Services, Inc.			statewide	5215 O'Connor, Suite 300, Irving, TX 75039
44	97-09-18	Onsite Access Local LLC			statewide	660 White Plains Road, Tarrytown, NY 10591
45	97-10-16	Quintelco, Inc.			statewide	1 Blue Hill Plaza, Pearl River, NY 10965
46	97-10-32	Sterling International Funding d/b/a Reconex			statewide	9620 SW Barbur Blvd., Suite 330, Portland, OR 97219-6000
47	97-12-24	Teligent, Inc.			statewide	8065 Leesburg Pike, Vienna, VA 22182
48	97-10-07	U S WEST Interprise America, Inc.			statewide	1999 Broadway, Suite 700, Denver, CO 80202
49	97-09-26	U.S. Telco, Inc. d/b/a UST Communications			statewide	5215 O'Connor, Suite 300, Irving, TX 75039
50	97-09-30	USN Communications Northeast, Inc.			statewide	10 S. Riverside Plaza, Suite 401, Chicago, IL 60606

ATTACHMENT D

AUTHORIZED INTRASTATE TOLL CARRIERS

INTRASTATE TOLL
APPLICANTS

	I:\agency\agcyinfo\telcom\tollcomp					
	COMPANY NAME	ADDRESS	TELEPHONE No.	DOCKET No.	Date	
		Status Column *=approved; p=pending; r=revoked; w=withdrawn; x=denied				
1	360 ⁰ Long Distance, Inc. Corporation	8725 West Higgins Road, Chicago, IL 60631	(312) 399-2500	96-11-11	2/19/97	*
2	ACC Long Distance of CT Corp.	39 State Street, Rochester, NY 14614	(716) 987-3180	94-01-03	8/3/94	*
3	Access Network Services, Inc.	8201 Preston Rd., Suite 350, Dallas, TX 75225	(214) 692-4056	95-06-25	2/7/96	*
4	Access Point, Inc.	1100 Crescent Green, Suite 109, Cary, NC 27511	(919) 851-4838	97-07-04	10/28/97	*
5	ACSI, Inc.	131 National Business Parkway, Suite 100, Annapolis Junction, MD 20701	()	97-08-19	11/19/97	*
6	Advanced Management Services, Inc.	3030 North Central Avenue, Suite 710, Phoenix, AZ 85012	(602) 248-9379	97-07-20	12/3/97	*
7	Advanced Telecommunication Network, Inc. d/b/a ZENEZ (merged into ZENEX)	3705 West Memorial, Suite 101-Z, Oklahoma City, OK 73134	(405) 749-9999	95-10-04	3/27/96	*
8	Affinity Corporation	20875 Crossroad Circle, Suite 400, Waukesha, WI 53186	(414) 798-3885	95-10-21	10/30/96	*
9	Affinity Network Incorporated	6701 Democracy Blvd., Suite 811, Bethesda, MD 20817	(301) 564-5555	95-07-15	4/16/97	*
10	All American Telephone, Inc.	9001 Airport Freeway Road, Suite 570, No. Richland Hills, TX 76180	(817) 251-0954	96-10-32	5/14/97	*
11	Allnet Communication Services, Inc.- (Acquired by Frontier Corporation)	30300 Telegraph Road, Bingham Farms, MI 48025	(800) 783-2020	93-08-21	3/2/94	*
12	America's Telenetwork Corp.	720 Hembree Place, Roswell, GA 30076	(770) 751-1820	97-04-14	10/8/97	*
13	American Business Alliance, Inc.	220 Division St., Kingston, PA 18704	(717) 283-9247	96-05-02	7/17/96	*
14	American Express Telecom, Inc.	4315 South 2700 West, Salt Lake City, UT 84184	(801) 965-5400	95-07-21	10/13/95	*
15	American Long Lines, Inc.	410 Horsham Road, Horsham, PA 19044	(215) 442-9000	96-10-21	1/29/97	*
16	American Telco, Inc. (Preferred)	100 Waugh Dr., Suite 200, Houston, TX 77007	(713) 862-2000	96-03-24	6/20/96	*
17	American Telecommunications Enterprises	P. O. Box 6544, Syracuse, NY 13217	(315) 453-2323	95-01-02	6/28/95	*
18	American Telecommunications Systems, Inc.	7207 Whipple, NW, North Canton, OH 44720	(330) 490-2263	97-02-12	7/2/97	*
19	Ameritech Communications International	2000W. Ameritech Center Drive, Loc 4G58, Hoffman Estates, IL 60196	(847) 248-3370	96-05-12	7/17/96	*